

Recording requested by and when
recorded mail to:

Federal Intermediate Credit bank
Of Omaha
Farm Credit Building
19th and Douglas
Omaha, Nebraska 68102

DEED OF TRUST

THIS DEED OF TRUST, made August 16, 1983 ~~by a Colorado Corporation~~
between PRODUCERS LIVESTOCK CREDIT CORPORATION, as Grantor, and FIRST AMERICAN
TITLE COMPANY OF NEVADA, a Nevada corporation, as Trustee, and the FEDERAL
INTERMEDIATE CREDIT BANK OF OMAHA, a corporation organized pursuant to the Farm
Credit Act of 1971 as Beneficiary.

WITNESSETH: That the said Grantor hereby grants, conveys and confirms
unto said Trustee, with power of sale that certain real property in the County
of Eureka, State of Nevada, described in Exhibit "A" attached hereto.

TOGETHER WITH all of Grantor's existing and future rights, however
evidenced, to the use of water for irrigating said lands and for domestic stock
watering uses, including ditches, laterals, conduits, and rights of way used to
convey such water or to drain said land, all of which rights are hereby made
appurtenant to said land, and all pumping plants now or hereafter used in
connection therewith and all wind machines used on said land, which pumping
plants and wind machines are hereby declared to be fixtures; all grazing
leases, permits, and licenses used with said land; all tenements,
hereditaments, easements, rights of way and appurtenances to said land; and all
rents, issues and profits of said land with the right, but not the obligation,
to collect the same, which right may be exercised by the Beneficiary while in
or out of possession and either prior to or after any default by the Grantor.

TO HAVE AND TO HOLD the same unto the Trustee and to its successors and
assigns upon the trusts, covenants and agreements herein expressed, to-wit:

The indebtedness secured by this Deed of Trust is also secured by other
personal property. This Deed of Trust is given for the purpose of securing the
payment of: (A) Pursuant to the AGREEMENT CONCERNING ACCOUNT AND NOTES FOR
DIRECT LOANS AND ADVANCES executed by Grantor on July 27, 1983, and by
Beneficiary on July 22, 1983, all indebtedness of Grantor owing to Beneficiary
at anytime resulting from direct loans and advances made by Beneficiary to
Grantor up to an aggregate maximum amount of principal at any one time
outstanding of \$1,500,000 with interest as provided for in said AGREEMENT; (B)
All existing and future indebtedness owed by Grantor to Beneficiary evidenced
by a promissory note, guaranty, or otherwise; (C) All additional sums and
future advances which Beneficiary at its option may hereafter lend to or on
behalf of the Grantor; (D) All interest accrued on indebtedness secured hereby
at the rate established under the Beneficiary's interest rate program including
any variable interest rate provision which increases or decreases said rate
from time to time pursuant to authority granted in the Farm Credit Act of 1971,
and amendments thereto; (E) All substitute notes, renewals, reamortizations,
and extensions of indebtedness secured by this Deed of Trust; (F) All other
obligations of Grantor under this document, the promissory note(s) evidencing
the indebtedness secured hereby and any loan document executed by Grantor in
favor of Beneficiary.

As additional security, Grantor assigns, without obligation on Beneficiary
to effect collection, all damages, rentals, royalties and other revenue from
all present and future oil, gas, and mineral leases, rights and operations
affecting said premises, and all money payable to Grantor in the event of
cancellation of any grazing leases, permits, or licenses used with said land.

Grantor hereby covenants and agrees that:

(1) Grantor will pay all taxes, assessments and liens now subsisting or which may hereafter be imposed by national, state, county, city or other authority upon the property hereby conveyed and said Grantor agrees that said Beneficiary may pay such taxes, assessments or liens without notice and that said Grantor will repay the Beneficiary on demand all sums so paid with interest at the same rate in effect for Grantor's loan and this Deed of Trust shall be security for all sums so paid by the Beneficiary, together with interest thereon, and the Beneficiary shall be the sole judge of the legality or validity of such taxes, assessments or liens;

(2) Grantor will comply with the Farm Credit Act of 1971 and amendments thereto; will pay, when due and payable, all obligations secured by judgment or other liens against said property; will, at Grantor's expense: (a) forever warrant and defend title to said security; (b) protect the security and lien in any litigation; (c) care for the security in a farmerlike manner; and (d) maintain fire insurance on the improvements as required by Beneficiary;

(3) Upon default or breach of any debt or obligation secured hereby Beneficiary may: (a) take possession of said premises with all rights of mortgagee in possession or have a receiver appointed; (b) at its option accelerate the maturity of the indebtedness, have the power of sale exercised in accordance with law then in force; (c) have the security sold in one parcel; (d) purchase at any Trustee's sale;

(4) Beneficiary may: (a) change any Trustee by certificate referring specifically to any deed of trust or referring in general terms to all deeds of trust held by Beneficiary, which upon recordation shall be conclusive proof of a proper substitution of the successor, and such new Trustee shall have all the estate, powers and duties of said Trustee predecessor without the necessity of a deed from the retiring to the new Trustee; (b) litigate any matters, and appear in any condemnation or bankruptcy proceeding, affecting the security or lien, incur necessary costs, expenses and attorney fees therefor, and advance money for payment thereof and of all Grantor's obligations incurred hereunder, which, together with interest at the same rate in effect for Grantor's loan, shall be immediately payable and a part of the debt secured hereby. All condemnation awards and damages shall be paid to Beneficiary;

(5) The Trustee may: (a) at any time reconvey, without warranty, any portion of the security and consent to easements; (b) upon full payment reconvey, without warranty, to "the person or persons legally entitled thereto" and such reconveyance shall be at the cost and expense of such person; (c) postpone sales by proclamation at time and place of sale; (d) apply sale proceeds to expenses thereof, attorney fees, title expenses, indebtedness secured hereby, and any surplus to parties entitled thereto. Recitals in full and in partial reconveyances and in any trustee's deed shall be conclusive;

(6) Acceptance by Beneficiary of any payment shall not operate as a waiver of any prior default, and the release of any portion of said security or any release from personal liability shall not affect the personal liability of any person not specifically released, nor the lien of this Deed of Trust upon the remainder of said premises for the full amount of said indebtedness then remaining;

(7) Each Grantor is jointly and severally liable for all obligations secured hereby, which obligations shall extend to and bind the heirs, executors, administrators, successors, and assigns of each Grantor;

(8) The following covenants: Nos. 1, 3, 6, 8 and 9 of Nevada Revised Statutes 107.030, when not inconsistent with other covenants and provisions herein contained, are hereby adopted and made a part of this Deed of Trust.

Grantor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to Grantor at his address herein set forth.

IN WITNESS WHEREOF, Producers Livestock Credit Corporation of Denver, Colorado has caused these presents to be executed by its Exec. Vice Pres. and its corporate seal to be affixed hereto this 16th day of August, 1983.



Producers Livestock Credit Corporation

By: B. E. Burton
B. E. Burton, Executive Vice President

Attest: Eldon L. Bohlmeier
Eldon L. Bohlmeier, Treas.

State of Colorado)
County of Denver) ss.

On this 16th day of August, 1983, before me James E. Dahlin a Notary Public, in and for said County, personally appeared B. E. Burton to me personally known to be the person who executed the foregoing instrument, who, being by me duly sworn, did say that he is the Executive Vice President of Producers Livestock Credit Corporation: that the seal affixed to said instrument is the corporate seal of the Producers Livestock Credit Corporation; that said instrument was signed and sealed in behalf of Producers Livestock Credit Corporation by authority of its Board of Directors, and the said B. E. Burton acknowledged said instrument to be the free and voluntary act and deed of said corporation by it voluntarily executed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year last above written.



James E. Dahlin
Notary Public

(Seal)
My commission expires
12-26-83
db/112

All those certain lots, pieces or parcels of land situate in the County of Eureka, State of Nevada, more particularly described as follows:

PARCEL I

TOWNSHIP 21 NORTH, RANGE 53 EAST, MDB&M.

Section 20: W $\frac{1}{2}$
Section 29: N $\frac{1}{2}$

PARCEL II

TOWNSHIP 21 NORTH, RANGE 53 EAST, MDB&M.

Section 20: E $\frac{1}{2}$

EXCEPTING THEREFROM, all potassium, oil and gas as reserved in Patent dated March 13, 1963, executed by UNITED STATES OF AMERICA to JAMES J. KAHLE, recorded May 3, 1963, in Book 26 of Deeds at Page 426, Eureka County, Nevada.

PARCEL III

TOWNSHIP 21 NORTH, RANGE 53 EAST, MDB&M.

Section 22: E $\frac{1}{2}$
Section 27: E $\frac{1}{2}$

EXCEPTING THEREFROM, all oil, gas, potash and sodium as reserved in Patents executed by UNITED STATES OF AMERICA to THOMAS H. GALLAGHER and JOHN B. BONDS, recorded April 9, 1964, in Book 3 of Official Records at Page 555, and December 30, 1964, in Book 6 of Official Records at Page 348, Eureka County, Nevada.

PARCEL IV

TOWNSHIP 21 NORTH, RANGE 53 EAST, MDB&M.

Section 28: All

EXCEPTING THEREFROM, all the oil and gas as reserved in Patents executed by UNITED STATES OF AMERICA to DOROTHY S. GALLAGHER and MILLIE S. SEWELL, recorded December 30, 1964, in Book 6 of Official Records at Pages 349 and 350, Eureka County, Nevada.



Dated: August 16, 1983

By: *B. E. Burton*
B. E. Burton, Exec. Vice President

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1st American Title Co. of Nev.
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03 SEP 28 P 4: 20

OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
M.H. REBALEATI, RECORDER
FILE NO. *89298*
FFC S. *8.00*

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